

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 2

405 Urban Street, Suite 310

Lakewood, Colorado 80228

Tel: 720-213-6621

<https://crowfootmd1-2.colorado.gov>

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expiration</u>
Chad Murphy	President	2025/May 2025
Richard Cross	Treasurer	2027/May 2027
Sean Logue	Assistant Secretary	2027/May 2027
Christopher Crawford	Director	2025/May 2025
Vacancy	Assistant Secretary	2025/May 2025
Ann E. Finn	Secretary	

DATE: September 13, 2024 (Friday)

TIME: 10:30 a.m.

PLACE:

Zoom Meeting:

<https://zoom.us/j/7848826891>

Meeting ID: 784 882 6891

Passcode: 0000

Dial-In: (719) 359-4580

I. ADMINISTRATIVE MATTERS

- A. Disclosure of Potential Conflicts of Interest.
-

- B. Approve Agenda, confirm location of the meeting and posting of meeting notices.
-

II. PUBLIC COMMENTS

- A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
-

III. FINANCIAL MATTERS

- A. _____

IV. LEGAL MATTERS

- A. Consider adoption of Resolution No. 2024-09-01 Calling Recall Election on December 10, 2024 and authorizing the Designated Election Official to perform all tasks required for the conduct of a mail ballot election (enclosure). Self-Nomination forms are due by October 7, 2024.
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- B. Consider approval of the engagement of Spencer Fane as special counsel associated with Temporary Restraining Order (enclosure).
-

VI. BOARD MATTERS

- A. Acknowledge vacancy on the Board.
-

- B. Discuss and consider appointment to Board vacancy.
-

VII. OTHER BUSINESS

- A. _____
-

VII. ADJOURNMENT **THE NEXT REGULAR MEETING WILL BE HELD AT 1:00 P.M. ON DECEMBER 2, 2024 ~ BUDGET HEARING**

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 2

RESOLUTION NO. 2024-09-__

RESOLUTION CALLING RECALL ELECTION

WHEREAS, pursuant to §32-1-909(2) C.R.S., the proposed form of a Petition to Recall and Demand the Election of a Successor for each Chad Murphy, J. Collier Bailey, Richard Cross, Ryan D. Marsh and Sean Logue (the “**Filed Recall Petitions**”), as Directors of the Crowfoot Valley Ranch Metropolitan District No. 2 (the “**District**”), were filed with the Douglas County District Court on May 14, 2024, with a request for the Court to appoint a Designated Election Official; and

WHEREAS, on May 28, 2024, the Court issued an Order requiring the District Board of Directors (the “**Board**”) appoint such Designated Election Official to perform the duties set forth in Title 32, Article 1, Part 9, C.R.S. (the “**Recall Statutes**”) for the recall proceedings; and

WHEREAS, by Resolution adopted by the Board at a special meeting conducted on June 3, 2024, the Board appointed Micki L. Mills as the Designated Election Official to certify the sufficiency of the Filed Recall Petitions and to conduct the election; and

WHEREAS, the Designated Election Official found the Filed Recall Petition for J. Collier Bailey to be insufficient because J. Collier Bailey is no longer a Director of the District, resulting in the termination of the recall proceedings; and

WHEREAS, upon determination by the Designated Election Official that the forms of the Filed Recall Petitions for Directors Chad Murphy, Richard Cross, Ryan Marsh and Sean Logue (the “**Recall Petitions**”) were sufficient and in compliance with the Recall Statutes, the Recall Petitions were circulated for signature by the eligible electors of the District and the signed Recall Petitions were filed with the Designated Election Official on July 30, 2024; and

WHEREAS, pursuant to Section 32-1-910(3), C.R.S., the Designated Election Official reviewed and verified the information and signatures on the Recall Petitions, and on August 6, 2024, which date was no later than five (5) business days after the filing of the Recall Petitions with the Designated Election Official, determined that the Recall Petitions were signed by at least 40% of the eligible electors of the District and, therefore, were legally sufficient; and

WHEREAS, no protest of the sufficiency of the Recall Petitions was filed with the Designated Election Official by August 14, 2024, which date was fifteen (15) days after the date of filing the signed Recall Petitions and, therefore, the Recall Petitions are held to be legally sufficient; and

WHEREAS, in accordance with Sections 32-1-910(4)(a)(I), C.R.S., if the Recall Petitions are deemed sufficient after the protest period has ended, the Designated Election Official is required to, and did, submit the Recall Petitions and Certificates of Sufficiency to the Board; and

WHEREAS, no request for judicial review was filed pursuant to Section 32-1-910(4)(a)(II), C.R.S.; and

WHEREAS, pursuant to Sections 32-1-910(4)(a)(II) and (III), C.R.S., if no request for judicial review is filed, the Board shall hold a regular or special meeting within thirty (30) days

following the expiration of the protest period to order and fix a date for an election on each question of recall of such Directors and an election for the successor if such recall is approved to be held not less than seventy-five (75) and not more than ninety (90) days from the date of the meeting.

WHEREAS, pursuant to Section 32-1-911(1), C.R.S., Director Ryan D. Marsh resigned from the Board and, therefore, the recall proceedings for Director Ryan D. Marsh has been terminated; and

WHEREAS, the Board hereby determines to order and fix a date at which such recall questions shall be presented to the District's eligible electors and to conduct such election in accordance with the provisions of the Special District Act (the "Act") and the Colorado Local Government Election Code (the "Code") (the Act and the Code being referred to jointly as the "Election Laws"), which date is within the time period specified in Section 32-1-910(4)(a)(III), C.R.S.; and

WHEREAS, the Election shall be conducted as an independent mail ballot election.

NOW, THEREFORE, be it resolved by the Board of Directors of the Crowfoot Valley Ranch Metropolitan District No. 2 in the County of Douglas, State of Colorado that:

1. A special election of the eligible electors of the District shall be held on Tuesday, December 10, 2024, at which election there shall be submitted to the eligible electors of the District the questions as stated in the form of ballot title hereinafter set forth (the "Election").

2. The Board hereby authorizes and directs Micki L. Mills, the Designated Election Official for the conduct of the Election on behalf of the District, to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Election Laws or other applicable laws. Among other matters, the Designated Election Official shall post the call for nominations on the District's official website, appoint election judges as necessary, appoint the Canvass Board, arrange for the required notices of election, printing of ballots, and direct that all other appropriate actions be accomplished.

3. Self-Nomination and Acceptance forms shall be available upon request from the Designated Election Official at mmills@cegrlaw.com. All candidates must file a Self-Nomination and Acceptance form, specifying whether they are a candidate for the recall of Director Chad Murphy, Director Richard Cross or Director Sean Logue, with the Designated Election Official by 5:00 P.M. on Monday, October 7, 2024, which date is no later than the 64 days prior to the election as required by Section 32-1-911(4), C.R.S.

4. The Election shall be conducted as a mail ballot election in accordance with all relevant provisions of the Election Laws. The Designated Election Official shall prepare the Plan for conducting the mail ballot Election. There shall be no election precinct or polling place. All mail ballots shall be returned to the Designated Election Official at the location designated in the Mail Ballot Plan.

5. The ballot title for the question of the recall of Director Chad Murphy and successor, if such recall is approved, the question of the recall of Director Richard Cross and successor, if such recall is approved, and the question of the recall of Director Sean Logue and

successor, if such recall is approved shall be in substantially the form shown on Exhibit A attached hereto and incorporated herein by this reference.

6. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board's intention that the various provisions hereof are severable.

7. Any and all actions previously taken by the Designated Election Official or any other persons acting on her behalf pursuant to the Election Laws or other applicable laws, are hereby ratified and confirmed.

8. All acts, orders, and resolutions, or parts thereof, of the Board which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

9. The provisions of this Resolution shall take effect immediately.

ADOPTED this 13th day of September, 2024.

CROWFOOT VALLEY RANCH
METROPOLITAN DISTRICT NO. 2

By: _____
Chad Murphy, Chair

ATTEST:

Ann Finn, Secretary

EXHIBIT A TO ELECTION RESOLUTION

GROUND FOR WHICH THE RECALL OF CHAD MURPHY IS SOUGHT

It has come to the attention of the Crowfoot Valley Ranch Metropolitan District No. 2 homeowners that the current board members are not residents or homeowners of the Crowfoot Valley Ranch Metropolitan District No. 2. Additionally, the current board has acknowledged a conflict of interests and we seek to replace them with individuals that do not have a conflict of interests. Given that each homeowner individually contributes thousands of dollars annually to the community's tax base, it is critical that our elected representatives possess a personal and vested interest in the prosperity and well-being of our community without a conflict of interests.

STATEMENT IN SUPPORT OF DIRECTOR CHAD MURPHY RETENTION

[Insert statement to be filed with Designated Election Official before October 11, 2024]

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 2 BALLOT
QUESTION A:

Shall Chad Murphy be recalled from the office of Director of the Crowfoot Valley Ranch Metropolitan District No. 2?

YES
NO

Vote for not more than one (1) candidate to succeed Chad Murphy should he be recalled from the office of Director of the Crowfoot Valley Ranch Metropolitan District No. 2, to serve until the next regular election in May, 2025:

GROUNDS FOR WHICH THE RECALL OF RICHARD CROSS IS SOUGHT

It has come to the attention of the Crowfoot Valley Ranch Metropolitan District No. 2 homeowners that the current board members are not residents or homeowners of the Crowfoot Valley Ranch Metropolitan District No. 2. Additionally, the current board has acknowledged a conflict of interests and we seek to replace them with individuals that do not have a conflict of interests. Given that each homeowner individually contributes thousands of dollars annually to the community’s tax base, it is critical that our elected representatives possess a personal and vested interest in the prosperity and well-being of our community without a conflict of interests.

STATEMENT IN SUPPORT OF DIRECTOR RICHARD CROSS RETENTION

[Insert statement to be filed with Designated Election Official before October 11, 2024]

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 2 BALLOT
 QUESTION B:

Shall Richard Cross be recalled from the office of Director of the Crowfoot Valley Ranch Metropolitan District No. 2?

YES
 NO

Vote for not more than one (1) candidate to succeed Richard Cross should he be recalled from the office of Director of the Crowfoot Valley Ranch Metropolitan District No. 2, to serve until the next regular election in May, 2025:

GROUNDS FOR WHICH THE RECALL OF SEAN LOGUE IS SOUGHT

It has come to the attention of the Crowfoot Valley Ranch Metropolitan District No. 2 homeowners that the current board members are not residents or homeowners of the Crowfoot Valley Ranch Metropolitan District No. 2. Additionally, the current board has acknowledged a conflict of interests and we seek to replace them with individuals that do not have a conflict of interests. Given that each homeowner individually contributes thousands of dollars annually to the community’s tax base, it is critical that our elected representatives possess a personal and vested interest in the prosperity and well-being of our community without a conflict of interests.

STATEMENT IN SUPPORT OF DIRECTOR SEAN LOGUE RETENTION

[Insert statement to be filed with Designated Election Official before October 11, 2024]

CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 2 BALLOT QUESTION C:

Shall Sean Logue be recalled from the office of Director of the Crowfoot Valley Ranch Metropolitan District No. 2?

YES
 NO

Vote for not more than one (1) candidate to succeed Sean Logue should he be recalled from the office of Director of the Crowfoot Valley Ranch Metropolitan District No. 2, to serve until the next regular election in May, 2025:



JAMIE COTTER
DIRECT DIAL: 303-839-3826
jcotter@spencerfane.com

File No. 5519267.0001

August 1, 2024

VIA EMAIL ONLY: mruhland@cegrlaw.com

Crowfoot Valley Ranch Metropolitan District No. 2
c/o Matt Ruhland, Esq.

Re: Engagement of Legal Services

Dear Board of Directors of the Crowfoot Valley Ranch Metropolitan District No. 2:

We are pleased you have retained Spencer Fane LLP to act as special counsel for the Crowfoot Valley Ranch Metropolitan District No. 2 (the "District"). This letter and the attachment confirm the scope of the services we will provide and the terms by which we will bill fees and expenses. If this arrangement requires supplementation to accommodate any additional matters not covered below, we will of course supplement.

Our client in this matter will be the District. The District agrees that our representation in this matter does not give rise to a lawyer-client relationship between our firm and any of the District's affiliates, employees, or individual board members. Accordingly, the firm's representation of the District in this matter will not give rise to a conflict of interest in the event the firm represents other clients adverse to the District's affiliates in other matters.

We have been engaged to serve solely as special counsel to the District associated with a TRO filed by the recall committee. We have agreed that our engagement is limited to performance of legal services related to this matter. We will not provide business, investment, (tax,) or accounting advice regarding the matter.

Jamie Cotter will be your primary contact at our firm regarding this matter. We may seek assistance from other attorneys in our firm as their expertise or assistance is warranted. Our bills for professional services are based on hourly billing rates. Jamie's hourly rate is \$610 per hour. The hourly rates for other attorneys who might work on your matters range from \$240 to \$580 for associates and \$510 to \$725 for partners. Standard hourly fees for legal assistants range from \$160 to \$320. These fee rates normally will not be changed without notice to you, unless there is a general rate increase with respect to all clients.

Our professional fees reflect a number of factors, including the time spent on this matter, office and telephone conferences with you, and telephone and office conferences with others on your behalf. We also bill for expenses incurred on your behalf such as photocopying and fax charges. You will receive a monthly invoice showing a description of the services performed, which we will email to you.

The goal of each of us at Spencer Fane is to provide the highest quality legal services timely and promptly. I trust you will find that we are not only available and responsive but will spare no effort to meet your needs and deadlines. Accordingly, let me encourage you to contact any other person working on your matters, at any time.



We hope this explanation of the structure of our relationship will be helpful to you and invite you to discuss any matter with us at any time, including inquiring at any time about the fees or costs incurred. We will strive to keep you informed whenever we provide services to you. If this understanding of the terms of our engagement is acceptable, please sign and date a copy of this letter at the bottom and scan it back to me.

Additional information regarding fees and other important matters appears in the attached Standard Terms of Representation, which are incorporated as part of this letter. Please review this letter and the Standard Terms of Representation carefully. Please contact me promptly if you have any questions about the Standard Terms or about this letter. If they meet with the District's approval, promptly sign the letter in the space below and return a copy to me so that we may begin work. Please call or email me if you have any questions.

Very truly yours,

Jamie Cotter

Jamie Cotter

Attachment

ACCEPTED BY:

Crowfoot Valley Ranch Metropolitan District No. 2

Name: _____
Title: _____

_____ Date

This statement sets forth the standard terms of our engagement as your lawyers.

The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited to our knowledge of the facts and are based on the state of the law at the time they are expressed and should not be construed as a promise or guarantee.

It is our policy that, for conflict of interest purposes, the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity. For example, if you are a corporation or partnership, our representation does not extend to any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships. If you are a trade association, our representation does not extend to any members of the trade association, unless such members undertake individual arrangements with us. If you are an individual, our representation does not include your spouse, siblings, or other family members. In addition, the advice and communications which we render on your behalf are not intended to be disseminated to or relied upon by anyone else without our written consent.

It is also our policy that, for conflict of interest purposes, the attorney-client relationship will be considered terminated upon [our completion of the services that you have retained us to perform] or [our sending you

over final statement or services rendered in the matter]. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement, as they may be supplemented at that time.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with particular skills or experience in a given area or for the purpose of providing services in the most efficient and timely basis.

Client Responsibilities

You agree to pay our statements for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and keep us informed with complete and accurate factual information, documents, communications, and other material relevant to the subject matter of our representation or otherwise reasonably requested by us. You also agree to make any necessary business and strategy decisions in a timely manner.

Because we need to be able to contact you at all times regarding the representation, you agree to inform us, in writing, of any changes in your name, address, telephone number, contact person, email address, state of incorporation, and other relevant information regarding you or your business. Whenever we need instructions or authorization to proceed with legal work on your behalf, we will contact you at the most recent

business address we have received. If you affiliate with, acquire, are acquired by, or merge with another client, you will provide us with sufficient notice to permit us to withdraw as your lawyers if we determine that such affiliation, acquisition, or merger creates a conflict of interest, or that it is not in the best interests of the firm to represent the new entity.

From time to time, either at the outset or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our firm is an expression of opinion only, based on information available to us at the time, and should not be construed by you as the promise or guarantee.

How Fees Will Be Set

Our fees for legal services are customarily determined on the basis of an hourly rate. Each of our lawyers and legal assistants has an hourly rate, as determined by the firm's management, consistent with the experience, reputation, and abilities of the lawyers and legal assistants performing the services. The hourly rates of each of our lawyers and legal assistants are reviewed annually, and, if appropriate, are adjusted to reflect current levels of legal experience, reputation, ability, costs, and other factors. We will keep accurate records of the time we devote to your work.

Occasionally we are requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. When requested, we will attempt to furnish such an estimate, based upon our past experience and best professional judgment, but with an understanding that such an estimate is not a maximum or fixed-fee quotation and that fees and costs are not usually predictable. It is expressly understood that your

obligation to pay our fees and costs is in no way contingent on the outcome of this matter.

For certain well-defined services (for example, a simple business incorporation), we may quote a flat fee and the scope of the services to be provided. It is our general policy not to accept representation on a flat-fee basis except in defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client. Likewise, on rare occasions we may perform work on a contingency fee or other specially deferred fee relationship. In all such situations, the flat-fee or contingency fee arrangement will be expressed in a letter from us setting forth the terms and scope of the services to be provided, and your payment obligations.

Conflicts

We represent many other companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to your interests, including in litigation. We agree, however, that the above consent shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that if known to such other client, could be used in any such other matter by such client to your material disadvantage. In similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

In addition, you agree that we may disclose the fact of our representation of you, without disclosing the nature

of such representation, to other current or future clients that may be adverse to you for the purpose of obtaining such other clients' consent to any conflict of interest that may be presented by our representation of you and such other client. We will not disclose to the other client any confidential information pertaining to our representation of you.

From time to time we may have discussions with other lawyers for the purpose of considering them joining our firm. During the course of those discussions it may be necessary to disclose your identity as a client or fee and billing information relating to our representation of you. Such disclosure shall be subject to the confidentiality rules in the applicable codes of professional conduct and our confidentiality agreement with such other lawyers. You agree that we may disclose such limited information for these purposes.

Representation of Lawyers

We sometimes represent lawyers and law firms, and we are sometimes represented by other lawyers and law firms in matters unrelated to our representation of you. Because we do not believe these representations will materially limit our responsibilities to you or will otherwise adversely affect our representation of you, we do not believe these representations present conflicts of interest, including where any such firm also represents a client whose interests are opposed to yours in either a litigation or transactional setting. If, however, you have any concerns about whether such a relationship exists between this firm and the law firm that represents a client whose interests are adverse to yours in connection with this representation, please ask us whether there is any such relationship and we will attempt to address your concerns. Otherwise, you agree that we may represent or be represented by lawyers or law firms that also represent clients whose interests are adverse to yours.

Out-of-Pocket Expenses

Although substantial expenses incurred on a client's behalf will be sent to the client for direct payment, we often incur and pay on behalf of our clients a variety of smaller out-of-pocket costs arising in connection with legal services. These include charges made by government agencies and service vendors. Some typical costs are certain telephone charges; express delivery charges; printing and reproduction costs; filing fees; and travel expenses. We also charge for computerized legal research either at a rate equal to that charged by our vendor or based upon negotiated volume discounts. We also charge for our actual costs paid to vendors for processing and storing data that must be collected, analyzed and sometimes produced as a part of our representation of a client in transactional, litigation or other matters. We incur outside costs as agents for our clients and incur internal expenses on behalf of our clients, who agree that these costs will be paid on a regular basis.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally monthly, for both fees and disbursements. You agree to make payment within thirty days of receiving our statement. We will give you prompt notice if your account becomes delinquent. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and may pursue collection of your account.

Retainer and Trust Deposits

New clients of the firm are commonly asked to deposit a retainer with the firm. Two types of retainers are used most frequently. A monthly retainer is an amount billed and paid apart from the usual invoices for services rendered. Part or all of the retainer then is credited to the next invoice. A second type of retainer is a long-

term deposit. Unless otherwise agreed, this retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services.

At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the retainer deposit proves insufficient to cover current expenses and fees on at least a two-month basis, it may have to be increased. Deposits which are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you. All trust deposits we receive from you will be placed in a trust account for your benefit. Unless special arrangements are made, interest earned on the trust account is paid to a charitable foundation established in accordance with court rules.

Federally Regulated Financial Institutions

If you are a federally regulated financial institution, our engagement, unless expressly described otherwise in the accompanying engagement letter, will be limited to assisting you with the structuring, negotiation, documenting and closing of your financing transactions, and conducting a legal review (the scope of which will be defined at the commencement of each separate transaction) of certain due diligence matters pertaining to each prospective borrower's business. In connection with the foregoing, we will also assist you with the federal regulatory aspects of your receipt of equity enhancements (e.g., warrants and success fees) in connection with your financing transaction and the effect on, and applicability to, your financing transaction of federal margin stock laws and regulations; however, if we are not your counsel with respect to general corporate compliance matters, we will not otherwise undertake any responsibility for

assuring that, with respect to any of the financing transactions, you will be complying with applicable state or federal laws and regulations because of your legal or regulatory status or because of the general nature of your business, including, without limitation, capital adequacy requirements, lending limits, restrictions on affiliate and insider transactions, rules regarding interlocking boards of directors, governmental reporting and licensing requirements, and federal, state or local tax matters. Of course, you may limit or expand the scope of our representation from time to time, provided that any such expansion is agreed to by us.

Termination

You may terminate our representation at any time, with or without cause, by notifying us in writing. Your termination of our services will not affect your responsibility for payment of legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

We are subject to the codes of professional conduct for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: conflict of interest with another client, misrepresentation or failure to disclose material facts, action contrary to our advice, and nonpayment of fees or costs. We try to identify in advance and discuss with our client any situation which may lead to our withdrawal and, if withdrawal ever becomes necessary, we shall provide the client written notice of our withdrawal.

If we terminate the engagement, we will take reasonable steps to protect your interests in the specified matter, and you agree to take all steps necessary to free us of any obligation to perform

further, including executing any documents necessary to perfect our withdrawal. If permission for withdrawal is required by a court or other adjudicator, we will promptly request such permission, and you agree not to oppose our request.

At your request, documents and property will be returned to you *upon receipt of payment for outstanding fees and costs*, although we reserve the right to copy any documents we deem appropriate. Our files and documents pertaining to this matter will be retained by the firm. For various reasons, including the minimization of unnecessary storage expenses, and consistent with applicable professional conduct rules, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us without further notice to you.

Postengagement Matters

The client is engaging the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could impact the client's future rights and liabilities. Unless the client engages us after the completion of the matter to provide additional legal advice on issues arising from the matter, the firm has no continuing obligation to advise the company on such issues or on future legal developments, including monitoring renewal or notice dates or similar deadlines that may arise with respect to the matter.

Entire Agreement

The engagement letter and these Standard Terms of Representation constitute the entire understanding and agreement between you and this firm regarding our representation of you in this matter. Unless otherwise agreed, they superseded any prior understanding and agreements, written or oral, and any billing requirements, outside counsel guidelines, or

letters submitted to us. If any provision of the engagement letter or these Standard Terms of Representation is held by a court or other arbitrator to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. The engagement letter and these Standard Terms may be amended only by a written agreement between you and us. You should review this document carefully and contact us promptly with any questions. You should retain this document in your file.

Client Satisfaction

Our desire is to serve you and meet your legal needs. Client satisfaction is of utmost importance. You should feel free to discuss any aspect of our representation with the principal attorney or any other attorney with the firm. We welcome your input to ensure that our legal services meet your needs. We appreciate having the opportunity to be of service to you.